Agenda Item Form

Agenda Date: _07/20/04_

Districts Affected: All
Dept. Head/Contact Information: El Paso Water Utilities, Fred Loweree, (915) 594-5501

Type of Agenda Item:
☐Resolution
☐Tax Installment Agreements
☐RFP/ BID/ Best Value Procurement
☐Application for Facility Use
☐Interlocal Agreements
☒Other Personal Services Contracts

☐Staffing Table Changes
☐Tax Refunds
☐Budget Transfer
☐Bldg. Permits/Inspection
☐Contract/Lease Agreement

☐Board Appointments
☐Donations
☐Item Placed by Citizen
☐Introduction of Ordinance
☐Grant Application

Funding Source:
☒General Fund
☐Grant (duration of funds: _____ Months)
☐Other Source: _____

Legal:

☒ Legal Review Required   Attorney Assigned (please scroll down): Lupe Cuellar   ☒ Approved   ☐ Denied

Timeline Priority: ☒High   ☐Medium   ☐Low   # of days:_____

Why is this item necessary:
These are information technology contracts that need to be renewed on an annual basis.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:
Salary & Benefits

Statutory or Citizen Concerns:
N/A

Departmental Concerns:
N/A

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **EDGARDO CHACON,** to assist the El Paso Water Utilities as a Network Administrator at a biweekly rate of $2,277.17 for 40 hours per week. The term of the contract shall be for the period of July 20, 2004 through July 19, 2005.

APPROVED this 20th day of July, 2004.

THE CITY OF EL PASO

_____
Joe Wardy
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS	)	
	)	**PERSONAL SERVICES CONTRACT**
COUNTY OF EL PASO	)	

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **EDGARDO CHACON**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the El Paso Water Utilities, desires to employ the Employee as a Network Administrator; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. <u>SCOPE OF SERVICES</u>. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the El Paso Water Utilities, in El Paso, Texas.

2. <u>TIME OF PERFORMANCE</u>. The services of Employee are to commence on or about July 20, 2004 and be completed by July 19, 2005.

3. <u>COMPENSATION AND METHOD OF PAYMENT</u>. Employee shall be paid at a biweekly rate of Two Thousand Two Hundred Seventy-Seven and 17/100 Dollars ($2,277.17). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

      A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same

manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4.   LOCATION OF PERFORMANCE. The place where such services are to be

performed is in the El Paso Water Utilities, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5.   <u>LAW GOVERNING CONTRACT</u>. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6.   <u>COMPLETE AGREEMENT</u>. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7.   <u>TERMINATION</u>. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8.   <u>MISCELLANEOUS</u>. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9.   <u>NOTICE</u>. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

Chacon Edgardo (Water)

CITY: City of El Paso
                El Paso Water Utilities
                Attn: General Manager
                1154 Hawkins Boulevard
                El Paso, Texas

EMPLOYEE: Edgardo Chacon

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 20th day of July, 2004.

CITY OF EL PASO

_____
Joe Wardy
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

EMPLOYEE:

_____
Edgardo Chacon
SSN:

APPROVED AS TO FORM: APPROVED AS TO CONTENT:

_____   _____
Guadalupe Cuellar   Edmund Archuleta
Deputy City Attorney   EPWU General Manager

Att. chment "A"

NETWORK ADMINISTRATOR

06/00

Summary

Under direction, plan, develop, supervise and control computer networks and other data communication devices of a large and complex municipal department and provide the administration and technical support of application and network software.

Typical Duties

Manage the Local Area Network (LAN) and Wide Area Network (WAN). Involves: planning, designing and developing specifications and standards for existing and proposed desktop and LAN/WAN communication services; ensuring that communications access, security, printing services, operating systems, electronic mail, desktop applications and others function properly and adhere to established standards.

Assist users and maintain the LAN/WAN. Involves: providing technical support for communications equipment, network server systems and related software; scheduling preventive and emergency maintenance for the network with minimal disruption to users when maintaining, troubleshooting, installing and servicing the LAN/WAN; maintaining network inventories and network backup procedures.
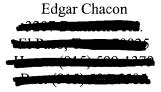
Perform network system functions. Involves: adding users; defining, establishing and enforcing security access to data; identifying device access paths and availability; configuring network hardware; customizing applications to ensure proper functioning in a network environment.

Monitor network performance. Involves: measuring computer, server and network resource performance and availability; using system software analysis programs and preparing reports of the analysis; analyzing traffic flow and volume on the networks; and adjusting network parameters to improve performance, minimize transmission errors and data collisions, and optimize user response times.

Perform supervisory and administrative work. Involves: supervising, training and evaluating assigned personnel; enforcing established rules and regulations, standards of conduct, work attendance and safe working practices and procedures; maintaining an inventory and accounting of the network equipment, configuration control, supplies and software; ensuring efficient use and allocation of network resources; monitoring, compiling and analyzing network expenses and providing regular written reports of network costs, performance and operations; work in concert with the database administrator to ensure optimum performance of the network and database applications.

Perform related duties as required.

RESUME

Edgar Chacon

~~[redacted]~~
~~[redacted]~~
~~[redacted]~~
~~[redacted]~~

EMPLOYMENT OBJECTIVE

Position of greater responsibility and growth potential in networking and Information Systems.

EMPLOYMENT EXPERIENCE

El Paso Water Utilities

January 1997 to Present
Network Administrator – Manage Wide Area Network that includes servers, PC's, printers and other peripherals for the entire Utility. Responsible for major Data and communication systems, such as; Customer Information System, Avaya Voice over IP Telephone System, E-mail, and Novell 4.2 file and print systems. Plan, manage, and perform system upgrades on all network and computer systems. Responsible for network security, Internet firewall, VPN's, and anti-virus solutions. Maintain and upgrade all network routers, switches, wireless bridges, and cabling. Responsible for the Utility's Help Desk. Supervise IT Staff including PC/LAN Specialists. Responsible for procuring all of the Utilities Computer related equipment such as: Servers, PC's, Printers, Monitors, and Laptops. Evaluate, recommend, and procure all computer software. Perform network backups on all major systems. Responsible for all Satellite and video conferencing for the Utility. Support all Audio/Visual systems. Involved in several major construction projects for the Utility, which include the Upper Valley Waste Water Plant, Central Lab, and the Desalination Plant.

September 1996 to January 1997
Programmer Analyst – Documentation of current Customer Information Systems. Analyzed work procedures. Planning for future Customer Information System implementation.

August 1994 to September 1996
Departmental Computer Specialist - Implement procedures for information systems. Install, program and troubleshoot personal computer systems and network servers. Provide training to employees in the use of computer systems and software such as E-mail, spreadsheets, word processing and online applications. Maintain and secure data files. Assist employees in correcting problems associated with computer hardware and software. Network responsibility and duties includes working with Novell 4.1 network operating system, creating and deleting users on the network. Create printer queues for the sharing of printers. Manage network files (i.e., backup and restore data files, delete files). Knowledgeable in Novell 3.x and 4.x, TCP/IP, Windows 95 and below. Assist in maintaining EPWU's PBX, (AT&T's Definity system) and AUDIX

From December 1993 to August 1994 and
From October 1995 to March 1996 - Performed the duties of Programmer Analyst due to the temporary services needed by EPWU. Duties included working with management on development of project plans and schedules, analyze work procedures, review software for purchase and installation.

October 1990 to December 1993
Computer Programmer I - Wrote and maintained computer programs written in Cobol, Assembler and RPG for online user applications such as payroll, inventory, general accounting, customer service and file maintenance. Configure telecommunications using VTAM, SNA for IBM 3270 terminal and PC's linked to IBM 9370 mainframe. Set up terminals and P.C.'s and other hardware. Advised and trained personnel on new applications. Prepared flowcharts and other documentation. Advised management on new technology by attending seminars.

February 1990 to September 1990
Computer Operator - Ran and maintained IBM 9775 mainframe computer. Other peripheral equipment operated were tape drives, printers, card reader and DASD. Started on-hand experience training in programming with simple reports and procedures.

El Paso International Airport
December 1989 to January 1990
Accounting Clerk II - General accounting duties. Implemented P.C. applications such as Lotus 123, Rbase and Word Perfect.

El Paso Water Utilities
July 1984 to November 1989
Cashier I - Clerical and cashiering duties. Created bank reports, verified monies for deposits. With IBM's assistance, installed IBM Remittance Processor, which processed payments from customers and made the processing of payments an easier task. Set up P.C.'s for Customer Service and formatted various reports for that department using Lotus.

Western Auto Supply Company
October 1978 to November 1981
Clerk - Clerical duties: Office management, sales, created bank deposits, maintained customer accounts receivables, warehousing, and mechanic's helper.

EDUCATION

BS in Management/Computer Information Systems
Park College - Fort Bliss
Graduated spring 1997

Associates Degree in Data Processing - Programming
El Paso Community College, El Paso, Texas
Graduated December 1987. Dean's Honor list

University of Texas at El Paso
Attended from 1979 to 1982
Relevant course work:

Programming in COBOL	Assembler Programming
Systems Programming	Programming in Fortran
Advanced Programming Languages	

SPECIAL SKILL AND ACTIVITIES

Exchange 5.5, Exchange 2003
Netware 4.2, Windows Server 2000, Window XP and below
Router, firewall, and switch configuration (CISCO IOS)
AIX UNIX
Storserver management
AVAYA Definity system

Ability to communicate well with both technical and
nontechnical personnel.